

BEFORE THE  
POSTAL REGULATORY COMMISSION  
WASHINGTON, D.C. 20268-0001

COMPETITIVE PRODUCT PRICES  
GLOBAL RESELLER EXPEDITED PACKAGE CONTRACTS 2  
(MC2013-51)  
NEGOTIATED SERVICE AGREEMENT

Docket No.  
CP2017-19

**NOTICE OF THE UNITED STATES POSTAL SERVICE OF FILING MODIFICATION  
ONE TO A GLOBAL RESELLER EXPEDITED PACKAGE 2  
NEGOTIATED SERVICE AGREEMENT**  
(November 10, 2016)

The agreement that is the subject of this docket went into effect on November 1, 2016.<sup>1</sup> Attached to this notice is Modification One to that agreement, which the customer and the Postal Service have executed. The modification revises Article 6 of the agreement, Obligations of the Reseller, and Article 14, the Entire Agreement and Survival of Obligations. The modification is intended to go into effect on December 1, 2016.

A redacted version of the modification is filed publicly as Attachment 1. With respect to the non-public version of the modification that is filed under seal, the Postal Service incorporates by reference the application for non-public treatment that was filed in conjunction with the Postal Service's October 17, 2016 notice in this docket.<sup>2</sup>

<sup>1</sup> PRC Order No. 3595, Order Approving Additional Global Reseller Expedited Package Services 2 Negotiated Service Agreement, PRC Docket No. CP2017-19, October 28, 2016.

<sup>2</sup> Notice of United States Postal Service of Filing a Functionally Equivalent Global Reseller Expedited Package 2 Negotiated Service Agreement, Docket No. CP2017-19, October 17, 2016, Attachment 4.

Respectfully submitted,

UNITED STATES POSTAL SERVICE

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November 10, 2016

**MODIFICATION ONE TO THE  
GLOBAL CUSTOMIZED MAIL AGREEMENT BETWEEN  
THE UNITED STATES POSTAL SERVICE AND  
[REDACTED]**

This Modification amends the Global Customized Mail Agreement ("Agreement") between [REDACTED] ("Reseller"), with offices at [REDACTED] and the United States Postal Service ("USPS"), an independent establishment of the Executive Branch of the United States Government, with offices at 475 L'Enfant Plaza SW, Washington, DC 20260-9998, signed by the Reseller and by the USPS on October 13, 2016. The Reseller and the USPS may be referred to individually as a "Party" and together as the "Parties."

The purpose of this Modification is to make the following two changes to the Agreement.

First, Article 6 Obligations of the Reseller shall now read as follows:

**6. Obligations of the Reseller.** The Reseller hereby agrees: (1) [REDACTED]  
[REDACTED] (2) Payment Method. (a) To pay postage to the USPS through the intermediary of one or more PC Postage Providers of the Reseller's choosing provided that the PC Postage Provider(s) is listed as approved in DMM 604.4.1.4, and capable of both (i) programming rates based on this Agreement, and (ii) complying with USPS reporting requirements related to this Agreement; and/or (b) Only after notification from USPS to the Reseller that postage payment through the Electronic Verification System (eVS®) is acceptable, to pay postage through eVS®, using a permit imprint subject to the conditions stated in DMM 604.5 and IMM 152.6, following standards as published in USPS Publication 205 *Electronic Verification System (eVS®) Business and Technical Guide*, USPS Publication 199 *Intelligent Mail Package Barcode - (IMpb) Implementation Guide for: Confirmation Services and Electronic Verification System (eVS) Mailers*, and other related documents. Reseller may pay postage through eVS® only after USPS provides notification to the Reseller that postage payment through the eVS® system under this Agreement is permissible. (3) Advance Notification. To provide, using a method as stated in Article 28: (a) The Manager, Customized Mail, USPS, with notification of the USPS-approved PC Postage Provider(s) the Reseller intends to use at least fifteen (15) days in advance of the first use of that PC Postage Provider(s) in connection with this Agreement; (b) the Manager, Customized Mail, USPS, with notification of the Reseller's intent to add an additional PC Postage Provider(s), or to cease using a particular PC Postage Provider(s), at least fifteen (15) days in advance of the date of the intended change; and (c) the Manager, Customized Mail, USPS, with any and all relevant information required to identify a particular sender tendering Qualifying Mail to the USPS under the pricing terms of this Agreement, as quickly as possible after the relevant information has been determined. (4) Tender. [REDACTED]  
[REDACTED] (5) Customs, Export, and Other Documentation. To provide and require that Reseller's Customers provide any necessary documentation, including data provided in electronic format, in connection with each mailing, in the form and at the time specified by the USPS, Customs & Border Protection, Transportation Security Administration, the U.S. Census Bureau, a destination country foreign government, or other authority. The Reseller further understands and agrees to notify the Reseller's Customers that the failure to provide any such required documentation may result in refusal at acceptance, delay in processing, involuntary seizure by customs authorities, and/or return of mail to the sender. (6) Customs, Export, and Other Requirements. To comply with and require the Reseller's Customers to comply with any regulation or order promulgated by the USPS, OFAC, the U.S. Department of the Treasury, the U.S. Census Bureau, BIS, the U.S. Department of Commerce, the U.S. Department of State, the U.S. Customs & Border Protection, the U.S. Fish and Wildlife Service, the Transportation Security Administration, a destination country foreign government, or other governmental unit, in accordance with any requirements specified by those authorities. See IMM 5 for additional information. The Reseller further



understands and agrees to notify the Reseller's Customers that any non-compliance may lead to fines, denial of mailing privileges, and/or other penalties, including, but not limited to, the payment of any fines, penalties, expenses, damages, and/or other charges assessed to the Postal Service and resulting from the Reseller's Customers' failure to comply with applicable laws and regulations of the origin country, destination country, or any country through which a mailing tendered under this Agreement passes. **(7) Software.** (a) If postage payment is through a PC Postage Provider, to require the Reseller's Customers to apply address labels and Customs declarations to Qualifying Mail using the software provided by the approved PC Postage Provider which the Reseller has identified as its chosen postage payment intermediary. (b) If postage payment is through eVS<sup>®</sup> to create address labels for PMEI, PMI, and FCPIS Qualifying Mail using eVS<sup>®</sup> and to send the required Customs information for each Qualifying Mail item to USPS through USPS PTR Shipping Services file 1.7 or 2.0, in accordance with the most recent versions of USPS Export Compliance Customs Data Requirements and USPS Guidelines for Privately Printed customs Declarations Forms. (The most recent versions of these two documents, as of July 6, 2015, were available at [https://ribbs.usps.gov/intcustomsforms/documents/tech\\_guides/ExportComplianceCustomsDataRequirements.pdf](https://ribbs.usps.gov/intcustomsforms/documents/tech_guides/ExportComplianceCustomsDataRequirements.pdf) and [https://ribbs.usps.gov/intcustomsforms/documents/tech\\_guides/GuidelinesforPrivatelyPrintedCustomsDeclarationForms.pdf](https://ribbs.usps.gov/intcustomsforms/documents/tech_guides/GuidelinesforPrivatelyPrintedCustomsDeclarationForms.pdf) ). **(8) Notices to Reseller's Customers.** To provide notice to the Reseller's Customers of the terms and conditions identified in this Agreement as requiring such notice. **(9) Postage Due.** To pay postage due to the USPS as a result of discrepancies between the PC postage or postage paid through eVS<sup>®</sup> applied by the Reseller's Customers, and the actual postage due to the USPS under this Agreement. **(10) Confidentiality.** To treat as confidential and not disclose to third parties, absent express written consent by the USPS, any information related to this Agreement that is treated as non-public by the Postal Regulatory Commission. **(11) Compliance.** To comply with all applicable USPS regulations and orders, and in good faith, to seek to comply with all other applicable laws and regulations. **(12) Penalties.** To pay any fines or penalties, as well as any other expenses, damages, and/or charges (including any applicable duties, taxes, and/or fees vis-a-vis any federal agency other than the USPS), to the extent such are due and owing, and are no longer eligible to be contested by the Reseller (a) that result from an action of any governmental entity that regulates exports and/or imports in relation to any item tendered under this Agreement, or (b) that result from the Reseller's and/or Reseller's Customer's failure to comply with applicable laws and regulations of the origin country, destination country or any country through which a mailing tendered under this Agreement passes (including failure to provide necessary documentation and/or failure to obtain any required license or permit). **(13)** For all items destined for Cuba, the Reseller shall take all necessary measures to ensure that the Reseller's Customers comply with all applicable BIS and OFAC provisions and ensure that electronic export information about shipments under this Agreement destined to Cuba are properly filed, if necessary, under regulations of the Bureau of Census.

Second, Article 14 Entire Agreement and Survival of Obligations shall now read as follows:

**14. Entire Agreement and Survival of Obligations.** **(1)** This Agreement, including all Annexes thereto, shall constitute the entire agreement between the Parties regarding Priority Mail Express International Qualifying Mail, Priority Mail International Qualifying Mail, and First-Class Package International Service Qualifying Mail as defined in Article 3 of this Agreement. **(2)** The obligations of the Parties with respect to confidentiality, as provided for in Article 5, Paragraph 3; Article 6, Paragraph 10; and Article 16 will expire ten (10) years from the date of termination or expiration of this Agreement. **(3)** The obligations of the Parties with respect to notice and payment of postage due, as provided for in Article 5, Paragraph 2, and Article 6, Paragraph 9, will expire ninety (90) days from the date of termination or expiration of this agreement. **(4)** The Reseller is responsible for any remaining obligations under any Reseller agreement between the Reseller and USPS. **(5)** With the exception of the Agreement mentioned in Article 14, Paragraph 4 above, any prior understanding or representation of any kind preceding the date of this Agreement regarding Priority Mail Express International, Priority Mail International, and



First-Class Package International Service shall not be binding upon either Party except to the extent incorporated in this Agreement.

All other terms and conditions of the Agreement shall remain in force.

The Reseller acknowledges that this Modification and supporting documentation will be filed with the Postal Regulatory Commission ("Commission") in a docketed proceeding (CP2017-19). The Reseller authorizes the USPS to determine the scope of information that must be made publicly available in any Commission docketed proceeding in which information related to this Modification must be filed. The Reseller further understands that any unredacted portion of this Modification or supporting information will be available on the Commission's public website, <http://www.prc.gov>. In addition, the USPS may be required to file information in connection with this Agreement (including revenue, cost, or volume data) in other Commission dockets, including the Commission docket number for the Annual Compliance Report (ACR) for the USPS fiscal year(s) in which this Agreement is in effect. Each ACR docket has a distinct docket number, such as ACR201#, in which "201#" signifies the USPS fiscal year to which the ACR pertains. The Reseller has the right, in accordance with the Commission's rules, to address its confidentiality concerns directly with the Commission. The procedure for making an application to the Commission for non-public treatment of materials believed to be protected from disclosure is found at Title 39, Code of Federal Regulations, Section 3007.22 found on the Commission's website, <http://www.prc.gov/Docs/63/63467/Order225.pdf>.

The Parties acknowledge and understand that all obligations of the USPS under this Modification shall be contingent on the USPS receiving approvals (hereinafter "Conditions Precedent") from one or more internal and external bodies that have oversight responsibilities. Conditions Precedent may include, but are not limited to: approvals or, if applicable, non-objection, from responsible USPS management officials, the USPS Board of Governors, the USPS Governors, the Postal Regulatory Commission, and/or any other governmental body with oversight responsibility for the USPS. The Parties acknowledge that this Modification may not be approved by such individuals or bodies. Until such time that all Conditions Precedent are fulfilled that are necessary to allow the Postal Service to provide the products or services contemplated under this Modification, no obligation shall exist for the USPS and no benefit shall inure to either Party.

In the event that the Conditions Precedent are not fulfilled, the USPS shall have no liability, which shall include no obligation to pay costs associated with any action taken by the Reseller prior to the Effective Date of the Agreement. Further, in the event of termination of the Agreement or the failure of any Condition Precedent, the USPS shall not be held liable for any damages including, without limitation, actual; special; indirect; incidental; punitive; consequential; or any other damages, which shall include but not be limited to damages for loss of business profits; business interruption; any other loss; and/or for costs incurred by either Party attributable to such non-approval such as attorney's fees.

The Parties may execute this Modification in one or more counterparts (including by facsimile or by electronic means such as .pdf format). Not all Parties need be signatories to the same document. All counterpart signed documents shall be deemed an original and one instrument.

In witness whereof, this Modification is deemed executed on the latter of the two dates accompanying the Parties' signatures.

**ON BEHALF OF THE UNITED STATES POSTAL SERVICE:**

Signature:



Name:

Donald W. Ross

Title:

Director International Sales

Date

10-31-2016


**ON BEHALF OF**

Signature:


Name:

Title:

Date:

10/31/16



**Confidential**